

	<b>State of South Carolina</b>	Solicitation Number: 5400000507 Date Issued: 08/08/2008 Procurement Officer: Chris Manos, CPPB Phone: 803-737-4917 E-Mail Address: cmanos@mno.sc.gov
	Request for Proposal	

DESCRIPTION: **Services Consumers /Mental Retardation, Autism, Traumatic Brain or Spinal Cord Injury, or Similar Disability**

USING GOVERNMENTAL UNIT: **South Carolina Department of Disabilities & Special Needs**

*The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:  
Materials Management Office  
P.O. Box 101103  
Columbia, S.C. 29211

PHYSICAL ADDRESS:  
1201 Main St. - Suite 600  
Capitol Center  
Columbia, S.C. 29201

SUBMIT OFFER BY (Opening Date/Time): **09/03/2008 2:30 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **08/15/2008 5:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original in hardcopy and four (4) copies (marked 'copy'), Two (2) electronic copies, one as specified Magnetic Media, and one (1) as specified Submitting Redacted Offers**

CONFERENCE TYPE: **None**  
DATE & TIME:

LOCATION:

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

AWARD & AMENDMENTS: Award will be posted on **09/19/2008**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum sixty (60) calendar days after the Opening Date.  
(See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR  (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
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AUTHORIZED SIGNATURE  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	TAXPAYER IDENTIFICATION NO.  (See "Taxpayer Identification Number" provision)
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TITLE  (business title of person signing above)	STATE VENDOR NO.  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
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PRINTED NAME  (printed name of person signing above)	DATE SIGNED	STATE OF INCORPORATION  (If you are a corporation, identify the state of incorporation.)
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OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

☐ Sole Proprietorship
 ☐ Partnership
 ☐ Other \_\_\_\_\_

☐ Corporate entity (not tax-exempt)
 ☐ Corporation (tax-exempt)
 ☐ Government entity (federal, state, or local)

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(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension      Facsimile
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address <b>(check only one)</b>	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address <b>(check only one)</b>

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)

<b>PREFERENCES - SC RESIDENT VENDOR PREFERENCE</b> (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	<b>OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE.</b> _____  *ADDRESS AND PHONE OF IN-STATE OFFICE  <input type="checkbox"/> In-State Office Address same as Home Office Address <input type="checkbox"/> In-State Office Address same as Notice Address <div style="text-align: right;"><b>(check only one)</b></div>
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<b>PREFERENCES - SC/US END-PRODUCT</b> (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms made, manufactured, and grown are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	<b>IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VIII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.</b>
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## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES (JAN 2006)**

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)**

Start date: 10/01/2008 End date: 09/30/2013 . Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

#### **General**

Service providers are needed in every area of the State to adequately serve people who are eligible for South Carolina Department of Disabilities & Special Needs (SCDDSN) services. All approved qualified providers will be placed on a Qualified Provider List (QPL) from which people eligible for SCDDSN service may select. Failure of a provider to receive business shall not be grounds for a contract controversy under Section 11-35-4230 of the South Carolina Procurement Code. During the term of the contract(s) that result from this solicitation the State may add additional qualified providers to the approved QPL approximately every three (3) months upon receipt and review of the documentation of the requirements/qualifications set forth herein. The State will not accept additional applications during the final six (6) months of the contract period.

#### **Introduction**

##### **A. Purpose**

The purpose of the solicitation is to invite qualified providers to submit a proposal to render any or some of the services listed under Part III – Scope of Work / Specifications of this solicitation to people receiving services from the SCDDSN (hereinafter referred as The Agency). The Agency is designated as the State's mental retardation, autism, and head and spinal cord injury authority. This solicitation establishes the criteria that must be submitted in order for any provider to be placed on a qualified provider list (QPL) from which service users and their families may select. The Agency encourages individuals, small companies, and large companies to respond to this solicitation.

##### **B. Overview of The Agency**

The Agency is an independent agency in state government whose mission is to assist people with disabilities and their families through choice in meeting needs, pursuing possibilities and achieving life goals, and minimize the occurrence and reduce the severity of disabilities through prevention. The Agency serves about 28,000 people with lifelong disabilities through local Disabilities and Special Needs Boards and other qualified providers (approximately 97%) and Regional Centers (approximately 3%). Eighty-four (84) percent of those eligible have mental retardation or a related disability, ten (10) percent have autism and six (6) percent have traumatic brain injury, spinal cord injury, or similar disability. Of the nearly 28,000 people served, twenty-one thousand (21,000) are currently receiving at least one service. These services broken out by disability groups are as follows (see **Appendix A** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl) for the definitions of listed services):

The above website address will take you to a listing of all attachments and appendices referenced in this solicitation. DDSN periodically updates Program Standards, Policies, Directives, Procedures, etc. The link will take you to the most current document. Some documents are in Adobe Reader (PDF) format. You will need Adobe Reader to view the documents. A free version of Adobe Reader is available at [www.Adobe.com](http://www.Adobe.com)

**Persons with mental retardation or related disabilities:** Currently, over 12,000 people receive service coordination, 3,800 receive early intervention, 2,900 receive residential services in non-ICF/MR settings (220 receive SLP I, 390 receive SLP II, 230 receive CRCF, 135 receive CTH I, & 1,940 receive CTH II), over 6,800 receive adult day supports (5,100 in center-based settings and nearly 1,700 in supported employment/non-centered based settings), 2,600 receive respite, 90 receive adult companion, and 20 receive Personal Care I.

**Persons with autism:** Nearly 1,500 people receive service coordination, 125 receive early intervention, 200 receive residential services in non-ICF/MR settings (4 SLP I, 2 SLP II, 24 in CRCF, 6 in CTH I, and 183 in CTH II), 450 receive adult day services (400 in center based settings and 50 in supported employment, non-centered based settings), 800 receive respite, and 20 receive adult companion.

**Persons with head and spinal cord injuries or similar disabilities:** Over 1,600 people receive service coordination, 15 receive residential services, 1 receives supported employment, 77 receive individual rehabilitation supports, and 550 receive any one or a combination of HASCI Medicaid Waiver Services.

### **C. Disabilities and Special Needs Boards**

The Agency provides services to the majority of those eligible for Agency services in their home communities through contracts with local service-provider agencies. Most of these agencies are called Disabilities and Special Needs (DSN) Boards and they serve every county in South Carolina. DSN Boards are established by the SC Code of Laws as the administrative, planning, coordinating, and service delivery bodies for services funded by The Agency. Each DSN Board serves as the initial entry point into The Agency's system. If a citizen of South Carolina is interested in pursuing eligibility for The Agency's services, he/she first calls the local county DSN Board. The DSN Board screens those potentially eligible to determine if eligibility should be pursued. (If the person is suspected of having a traumatic head injury or spinal cord injury, the screening is performed through a centralized process). If the person seeking help meets the screening criteria, the DSN Board offers the person all choices available to him/her for service coordination (or early intervention if the child is birth to three years old). The selected service coordination (or early intervention) provider pursues eligibility for services from the Agency on behalf of the person. If the person is determined eligible, the service coordinator or early interventionist works with the person and/or their family and others to identify needs and to develop, implement, and monitor a plan to meet these needs.

The DSN Boards/service organizations provide most of the services funded by The Agency directly. (See Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl) for **Appendices A and B** for a list and description of current services provided by The Agency and a listing of local DSN Boards and Service Organizations.)

#### **D. The Agency's Values and Principles**

The Agency has embraced certain values that guide it in its efforts to assist people with disabilities and their families and certain principles that are expected to be features of all services and supports. They are:

***Values: Our Guiding Beliefs***

- ♦ Dignity and respect;
- ♦ Health, safety and well-being;
- ♦ Individual and family participations, choice control and responsibility;
- ♦ Relationships with family and friends and community connections; and,
- ♦ Personal growth and accomplishments.

***Principles: Features of Services and Supports***

- ♦ Person centered;
- ♦ Responsive, efficient, and accountable;
- ♦ Strengths-based, results oriented;
- ♦ Opportunities to be productive and maximize potential; and,
- ♦ Best and promising practices.

#### **E. Quality Assurance and Quality Improvement**

1. The Agency contracts with an independent company to conduct quality assurance reviews of its service delivery system. All contracted providers of The Agency are reviewed at least annually and plans of correction which focus on problem correction and system changes are required for all items not in compliance. Some incidences may result in financial recoupment if Medicaid policy is in violation. Follow-up reviews are done to determine if the provider implemented the plan of correction.
2. The Agency uses personal and organizational outcome measures to determine how well service and support providers are supporting people to achieve personal goals. Activity in this area is based on the work of The Council on Quality and Leadership and Quality Measures©. The Personal Outcomes Measures©, Basic Assurances©, Organizing Principles and Quality Measures© located in **Appendix C** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl). All contracted providers are required to participate in the CQL process to implement. Technical assistance and consultation is provided through SCDDSN's Quality Management Division.

#### **F. Current Funding Structure: Financial Managers**

In their administrative role, the DSN Boards act as the Financial Manager for the majority of community-based services. If approved through this solicitation process, a self-directed support corporation (SDSC) may also act as a Financial Manager for those people for whom the SDSC is established. Funds for community-based services are managed by the applicable county DSN Board, or SDSC. The DSN Board or SDSC either provides the service itself or subcontracts with a qualified provider for the services rendered. With the exception of qualified service coordination providers, qualified providers are paid based on units of service actually provided. The Agency, at its option, may contract directly with and pay qualified providers. Qualified providers also have the option of billing Medicaid directly for Medicaid eligible service users.

The Agency allocates funds for services in one of two ways: (1) through a capitated system based on funding bands and (2) through a non-capitated fee for service system.

Those service components included in Part III, Scope of Work / Specifications for which money is allocated through the capitated system are: Residential Habilitation, Day Services, Employment Services, Companion, Personal Care I, Respite, and Service Coordination (for those service users assigned a funding band). Funds for services for people with head and spinal cord injuries and many other service recipients are not allocated through this system, but through the non-capitated system defined herein Part VIII, Section B of this solicitation.

## **G. Capitated System**

The funding band system is a budgeting system that assigns eight (8) different funding levels to service users based on their needs. The amount of funding assigned to each level is an average cost of services in each level. Each person's needs are different and, as such, the associated costs to fund services to meet each person's needs vary. The amount of funding attached to a given funding level is not an entitlement; all services provided to the person must be based on assessed needs and properly justified in the person's approved plan. Financial Managers are expected to utilize all available funds to meet the needs of all their service users. Financial Managers are required to inform The Agency when funds are not available to address identified needs on current service users' plans. Additional funding is possible through an outlier request system when a service user's circumstances and needs are substantially higher than the average. Certain threshold levels must be reached before outlier funding is considered.

There are five (5) residential budgeting levels and two (2) non-residential (persons living at home) budgeting levels. The levels and the current funds allocated for each level follow:

### **1. Residential**

Residential funding bands are sufficient on average to cover the following services: Residential Habilitation, Day Services, Employment Services, Service Coordination, and Enhanced Supports.

The following enhanced supports are included as part of the residential habilitation service definition. The cost for these enhanced supports is included in the residential habilitation reimbursement rate. Payment for the following enhanced supports is the responsibility of the residential habilitation service provider.

- Occupational Therapy
- Physical Therapy
- Psychological Services, which includes counseling, and behavior support services
- Speech Therapy

People in residential placements can also receive the following enhanced supports. These enhanced supports are not included as part of residential habilitation service definition. The cost for the following services is included in the residential funding band but are not included in the residential habilitation reimbursement rate. As such, the residential service provider is not responsible for the cost of the following services:



Adult Companion Services (only allowed if individual is living in an SLP I)  
Adult Dental  
Adult Vision  
Audiology  
Assistive Technology  
Prescription Drugs (limit of 2 over the Medicaid State Plan limit)

Transportation to/from Day Supports is the responsibility of the Residential Service Provider.

The Residential Funding Bands for FY 2009 are as follows (Bands are subject to change):

- **BAND H Residential Higher Needs** **\$74,557 per year**  
Usually People Residing In:
  - ICF/MR
  - Community Residential Care Facility – Higher Needs
  - Community Training Home II – Higher Needs
- **BAND G Residential Lower Needs** **\$54,625 per year**  
Usually People Residing In:
  - Community Residential Care Facility – Lower Needs
  - Community Training Home II – Lower Needs
- **BAND F Supported Residential – Enhanced Community Training Home I** **\$36,690 per year**  
Usually People Residing in: Enhanced Community Training Home I
- **BAND E Supported Residential – Community Training Home I** **\$22,447 per year**  
Usually people living in Community Training Home I
- **Band D Supported Residential – Supervised Living Program I** **\$18,216 per year**  
Usually people living in Supervised Living Program I
- **Band C Supported Living – Supervised Living II** **\$28,539 per year**  
Usually people living in Supervised Living Program II

## 2. Non-Residential, “At Home” Levels

*“At home” funding bands are sufficient on average to cover the following services: Day Services, Employment Services, Service Coordination, and Enhance Waiver Supports.*

Transportation to/from Day Supports for consumers living at home (Band A and Band B consumers) is the responsibility of the Day Supports Provider.

The non-residential, “at home” funding bands are as follows:

- **BAND B Family Supports – Home Supports** **\$12,638 per year**

People who:

- Reside at Home
- Are in the MR/RD Home and Community Based Waiver
- Receive Service Coordination
- Receive a combination of Day Services or Employment Services and/or enhanced supports

***Enhanced supports that may be received include:***

Adult Companion Services  
Adult Dental  
Adult Vision  
Audiology  
Assistive Technology  
Nursing  
Occupational Therapy  
Personal Care I  
Personal Care II  
Physical Therapy  
Prescription Drugs (limit of 2 above State Medicaid Plan)  
Psychological Services, including counseling, and behavior support services  
Respite  
Speech Therapy

- **BAND A Family Supports – Day Services or Employment Services only** **\$9,148 per year**

People who:

- Reside at Home
- Receive Day Services or Employment Services
- May or may not receive service coordination

**H. Outlier Thresholds** – When a service user’s circumstances and needs are substantially higher than the average, additional funding is possible through an outlier request system.

Residential Band H - Service users whose budgets exceed \$94,583 may be considered for outlier status.

At Home Band B – Service users whose budgets exceed \$28,202 may be considered for outlier status. The majority of the approved outliers are for people with high levels of nursing service needs.

When a service user is given outlier status, the Financial Manager is given funding in addition to the funding band to cover the cost of the approved higher level of services. If the service user is designated as a residential outlier and is served by a qualified provider, the additional approved funding will be added to the qualified provider's reimbursement rate.

#### **I. Non-Capitated System**

The non-capitated system pays the Financial Manager for specific types of services, rather than for groups of services. The services included in Part III, SCOPE OF WORK funded through the non-capitated system are:

1. For people with Mental Retardation, Related Disabilities or Autism: Service Coordination (for those not assigned a funding band), Respite (for those not enrolled in the MR/RD Home and Community Based Waiver), Individual Rehabilitation Supports, and Early Intervention.
1. For people with head and spinal cord injuries: Service Coordination, Supported Employment, Individual Rehabilitation Supports, Residential Habilitation, Prevocational Services, and Respite.

#### **J. How Choice Works with the Funding System**

This solicitation is to increase the choices available to service users by identifying and approving providers of services. When a service user is satisfied with the current services and supports provided, it is likely that no changes will be made. However, when services are necessary, justified by an assessment, included in service user's approved plan, and a service user desires another service provider, the service user may select another provider from the QPL established by this solicitation. If another service is appropriate to meet his/her needs, the service users may opt for the other service then select qualified provider established by this solicitation to provide the new service. If the service user chooses another qualified provider, the Financial Manager will: (1) document the service user's choice of a qualified provider; (2) obtain the service user's permission (through signature) to transfer the original file and related information specific to the service being delivered; and (3) transfer the original file and all related information to the selected qualified provider.

The Financial Manager will receive the band payment or other funding allocated to the service user. If the qualified provider elects not to direct bill Medicaid for Medicaid eligible service users, the Financial Manager will pay the qualified provider upon delivery of service and submission of appropriate service reporting information including bills presented. If the qualified provider chooses to contract with and bill Medicaid directly for those who are Medicaid eligible, the State Medicaid Agency will make payments directly to a provider of a covered services furnished to an eligible service user in accordance with Section 1902(a)(32) of the Social Security Act. Any amounts paid by the State Medicaid Agency to the qualified provider will be deducted from the funding band payment to the Financial Manager. The Agency may also contract directly with and pay qualified providers.

## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **DEFINITIONS (JAN 2006)**

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-1]

### **AMENDMENTS TO SOLICITATION (JAN 2004)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov) (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

### **AWARD NOTIFICATION (NOV 2007)**

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

### **BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

### **BID ACCEPTANCE PERIOD (JAN 2004)**

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

## **BOARD AS PROCUREMENT AGENT (JAN 2004)**

(a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Unit(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]

## **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

## **CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.net/code/statmast.htm> . The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm> . [02-2A040-1]

#### **COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)**

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

#### **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

#### **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

#### **DUTY TO INQUIRE (JAN 2006)**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

#### **ETHICS ACT (JAN 2004)**

By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee Section 8-13-790, (b) Recovery of kickbacks Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official Section 8-13-720, (d) Use or disclosure of confidential information Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-13-1150. [02-2A075-1]

#### **OMIT TAXES FROM PRICE (JAN 2004)**

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

#### **PROTESTS (JUNE 2006)**

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [# 11-35-4210] [02-2A085-1]

#### **PUBLIC OPENING (JAN 2004)**

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

#### **QUESTIONS FROM OFFERORS (JAN 2004)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.[02-2A095-1]

## REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

## RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. [02-2A105-1]

## RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials***. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.*** [02-2A110-1]

## SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

## STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: [http://www.scmd.org/scgovweb/weather\\_alert.html](http://www.scmd.org/scgovweb/weather_alert.html) [02-2A120-1]

## **SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]

## **SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)**

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

## **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]



#### **TAXPAYER IDENTIFICATION NUMBER (JAN 2004)**

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

#### **VENDOR REGISTRATION MANDATORY (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

#### **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

## II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

### CONTENTS OF OFFER (RFP) -- SPO (JAN 2006)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
  - (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
  - (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.
  - (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.
- [02-2B040-1]

### CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

### DISCUSSIONS and NEGOTIATIONS (NOV 2007)

Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [02-2B060-1]

### MAGNETIC MEDIA – REQUIRED FORMAT (JANUARY 2006)

As noted on the cover page, an original hard copy of your offer must be accompanied by the specified number of copies in the following electronic format: compact disk (CD) in one of the following formats: **CD-R; DVD ROM; DVD-R; or DVD+R**. Formats such as CD-RW, DVD-RAM, DVD-RW, DVD+RW, or DVIX **are not acceptable** and will result in the Offeror's proposal being rejected. Every CD must be labeled with offeror's name, solicitation number, and specify whether contents address technical proposal or business proposal. If multiple CD sets are provided, each CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each CD must be identical to the original hard copy. File format shall be MS Word 97 or later.

### SUBMITTING REDACTED OFFERS (FEB 2007)

You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

### MAIL PICKUP (JAN 2006)

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

**OPENING PROPOSALS -- PRICES NOT DIVULGED (JAN 2006)**

In competitive sealed proposals, prices will not be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(c) (1)] [02-2B110-1]

**PROTEST - CPO - MMO ADDRESS (JUNE 2006)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

[02-2B122-1]

### III. SCOPE OF WORK/SPECIFICATIONS

#### DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:[03-3030-1]

SC Department of Disabilities and Special Needs  
PO Box 4706  
Columbia, SC 29240

#### Scope of Work

The purpose of this solicitation is to make available to the people who are eligible for services from the Agency choices of qualified providers of the following services: Financial Management, Residential Habilitation, Day Services (Day Habilitation, Prevocational, Facility-Based Rehabilitation Supports, Day Activity Services, Community Services, Career Preparation, Support Center), Employment Services, Early Intervention, Service Coordination, and Home Support Services, (Respite, Companion, Personal Care, and In-Home Supports).

This solicitation also is to provide a source or sources for the following services specialized for people with traumatic brain injury, spinal cord injury, or similar disability: Service Coordination, Residential Habilitation, Day Services, Employment Services, and Home Support Services (Respite and Individual Rehabilitation Supports).

NOTE: Not all service components listed under Parts I of this solicitation are being solicited by The Agency. Other services identified in Part I were defined to provide a better understanding of the entire service system.

Every service has its own set of standards, assurances, provider qualifications, terms and conditions. The Provider's responsibilities include ensuring it has the capacity, competency, expertise, and desire to provide quality and results-based services to those eligible for the Agency's services.

Except for approved and qualified providers of the Financial Management service, all qualified providers will be placed on a Qualified Provider List (QPL) from which service users may select a provider(s) of their choice within Agency policy. Being placed on the QPL does not provide a guarantee as to a specific number of people to be served or a certain funding level for any provider. Failure of a provider to receive business shall not be grounds for a contract controversy under Section 11-35-4230 of the South Carolina Consolidated Procurement Code.

Qualified providers of Financial Management Services may only serve those for whom they are incorporated to serve.

During the term of the contract(s) that results from this solicitation, if there is sufficient interest or demand, the State may add additional qualified providers to the QPL upon receipt of the documentation of the requirements/qualifications set forth herein. The Agency intends to review and evaluate bids on a quarterly basis following the effective date of the initial contract awards. Submissions for consideration for the quarterly reviews shall be submitted and received no later than June 30th, September 30th, December 30th and March 30th for each quarter. NOTE: The Agency reserves the right to limit the reviews to twice a year, every six (6) months, June 30th and December 30th, should it be in the best interest of the Agency. However, no bids will be evaluated during the last six (6) months of the contract.

## **A. Assurances**

The Scope of Work includes all of the following services and corresponding assurances.

### **1. Financial Management**

#### **Assurance #1.1**

The provider is a Self Directed Support Corporation (SDSC) and is established as a non-profit corporation in accordance with South Carolina Law.

#### **Assurance #1.2**

Financial Managers shall:

- a. Plan for and promote the welfare of the person(s) for whom the SDSC is established;
- b. Respect the strengths, preferences, and desires of the person(s) for whom SDSC is established.

#### **Assurance #1.3**

The Financial Manager shall comply with all requirement, terms, and conditions for the provision of Financial Management services (see **Attachment 1** at website [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl)) and shall comply with all future terms, conditions, standards, and updates that are established by the Agency.

#### **Assurance #1.4**

The Financial Manager may also apply to be a direct provider of other services. However, if the Financial Manager is a provider of Service Coordination or Early Intervention Services, the Financial Manager may not be a direct provider of any other service.

### **2. Residential Habilitation**

#### **Assurance #2.1**

All service users who reside in residential models certified or sponsored by the Agency shall:

- a. Be in need of;
- b. Benefiting from; and,
- c. Receiving residential habilitation services.

#### **Assurance #2.2**

Residential habilitation services shall include all of the following components:

- a. Skills training – teaching the most useful skills/abilities for the person according to their priorities.
- b. Care – assistance with or the completion of tasks that cannot be completed by the person and about which the person is not being taught.
- c. Supervision – oversight by another provided in accordance with the Agency's policy.

### **Assurance #2.3**

Residential habilitation services shall be provided in a manner that:

- a. Is consistent with the Agency's mission;
- b. Promotes the Agency's values or guiding beliefs; and,
- c. Incorporates or reflects the Agency's principles or features of supports.

### **Assurance #2.4**

Residential habilitation shall:

- a. Support the person to live as independently as possible; and/or,
- b. Prevent or decelerate regression or loss of current optimal functional status.

### **Assurance #2.5**

The Provider shall comply with all of the terms, conditions, and standards (see **Attachment 2** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl) ) for the provision of residential habilitation services, and shall comply with all future terms, conditions, standards, and updates that are established by The Agency.

3. **Day Services: (Day Habilitation, Prevocational, Facility-based Rehabilitation Supports, Career Preparation\*, Community Services\*, Day Activity Services\*, or Support Center Services)\*:**

\* Subject to Centers for Medicare and Medicaid Services (CMS) approval.

### **Assurance #3.1**

Day Services (Day Habilitation, Prevocational, Facility-based Rehabilitation Supports, Career Preparation, Community Services, Day Activity Services or Support Center Services) shall be provided in a setting licensed by The Agency.

### **Assurance #3.2**

Service users shall:

- a. Be in need of;
- b. Benefiting from; and,
- c. Receiving Day Services (Day Habilitation, Prevocational, Facility-based Rehabilitation Support, Career Preparation, Community Services, Day Activity, and/or Support Center Services).

### **Assurance #3.3**

Service users shall be provided services consistent with their needs:

- a. Those needing assistance with the acquisition retention or improvement of self help, socialization, or adaptive skills shall receive Day Habilitation;
- b. Those needing to learn skills for employment that are not job task oriented (e.g., compliance, attendance, task completion, safety, etc.) shall receive prevocational.
- c. Those needing interventions or assistance to enhance or maintain their capacity for community living by improving or retaining skills in areas such as personal care; independent living; medication management, health and nutrition; self esteem, coping, personal responsibility and self direction, social skills, or community living shall receive facility-based rehabilitation supports.
- d. Those needing interventions provided in community-based or classroom-based settings to prepare for careers through exposure to and experience with various careers shall receive Career Preparation.
- e. Those needing interventions to develop one's awareness of, interaction with, and/or participation in their community shall receive Community Services.
- f. Those needing services provided in a therapeutic setting to achieve, maintain, improve, or decelerate the loss of personal care, socialization or adaptive skills shall receive Day Activity.
- g. Those needing non-medical care, assistance, and supervision provided in a community-based group setting where non-habilitative activities and opportunities for socialization are offered shall receive Support Center Services.

### **Assurance #3.4**

Day Services (Day Habilitation, Prevocational, Facility-based Rehabilitation Supports, Career Preparation, Community Services, Support Center, or Day Activity Services) shall be provided in a manner that:

- a. Is consistent with the Agency's mission;
- b. Promotes the Agency's values or guiding beliefs; and,
- c. Incorporates or reflects the Agency's principles or features of supports.

### **Assurance #3.5**

The Provider shall comply with all of the terms, condition, and standards (see **Attachment 3** at Web Site [www.state.sc.us/ddsn/gpl](http://www.state.sc.us/ddsn/gpl)) for the provision of Day Services (Day Habilitation, Prevocational, Facility-based Rehabilitation Supports, Career Preparation, Community Services, Day Activity, or Support Center Services) and shall comply with all future terms, condition, standards, and updates that are established by The Agency.

4. **Employment Services\*, Supported Employment:**

\* Subject to Centers for Medicare and Medicaid Services (CMS) approval.

**Assurance #4.1**

Service users shall:

- a. Be in need of;
- b. Benefiting from; and,
- c. Receiving Employment Services/Supported Employment

**Assurance #4.2**

Employment Services/Supported Employment shall:

- a. Provide needed supports for service users to be employed.
- b. Provide service users with the ongoing guidance and/or supervision needed to sustain employment.
- c. Provide service users with the training or interventions needed in order to improve or acquire work related skills necessary to sustain employment.

**Assurance #4.3**

Employment Services/Supported Employment shall be provided in a manner that:

- a. Is consistent with the Agency's mission;
- b. Promotes the Agency's values or guiding beliefs; and,
- c. Incorporates or reflects the Agency's principles or features of supports.

**Assurance #4.4**

The Provider shall comply with all of the terms, conditions, and standards (see **Attachment 4** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl)) for the provision of Employment Services/Supported Employment and shall comply with all future terms, conditions, standards, and updates that are established by The Agency.

5. **Early Intervention**

**Assurance #5.1**

Service users shall:

- a. Be in need of,
- b. Benefiting from; and,
- c. Receiving special instruction and service coordination services in accordance with the child's and family's needs.



#### **Assurance #5.2**

Early Intervention services shall:

- a. Be medically necessary;
- b. To the extent possible, be provided in the child's natural environment;
- c. Foster opportunities for the child's development of peer and family relationships with children without disabilities; and,
- d. Promote the development of a natural system of support within the family's community.

#### **Assurance #5.3**

Early Intervention Services shall be provided in a manner that:

- a. Is consistent with the Agency's mission;
- b. Promotes the Agency's values or guiding beliefs; and,
- c. Incorporates or reflects the Agency's principles or features of supports.

#### **Assurance #5.4**

The Provider shall comply with all of the terms, conditions, standards (see **Attachments 5A and 5B** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl) ) for the provision of Early Intervention Services and shall comply with all future terms, conditions, standards, and updates that are established by The Agency.

#### **Assurance #5.5**

The Provider shall provide only Early Intervention Services to those eligible for services. May also be a provider of Service Coordination Services but not a direct provider of any other service.

**NOTE:** If Offeror desires to provide Early Intervention Services to children enrolled a Home and Community-Based Waiver, they must also comply with all terms, conditions, and standards in the MR/RD Waiver Manual, PDD Waiver Manual, or HASCI Waiver Manual (copies available from The Agency upon request).

### **6. Service Coordination**

#### **Assurance #6.1**

Children and/or adults applying for services or eligible for Agency services (receiving Level 1 Services) shall:

- a. Be in need of;
- b. Benefiting from; and
- c. Receiving Service Coordination services in accordance with their identified needs.

#### **Assurance #6.2**

Service Coordination Services shall assure that service users have access to a full array of effective and cost efficient services and supports that are needed to support people to reside in their own homes and communities.

#### **Assurance #6.3**

Service Coordination services shall be provided in a manner that:

- a. Is consistent with the Agency's mission;
- b. Promotes the Agency's values or guiding beliefs; and,
- c. Incorporates or reflects the Agency's principles or features of supports.

#### **Assurance #6.4**

The Provider shall comply with all of the terms, conditions, and standards (see **Attachment 6** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl)) for the provision of Service Coordination services and shall comply with all future terms, conditions, standards, and updates that are established by The Agency. Further, the Offeror will address its methods of providing information on choices of service providers to consumers.

#### **Assurance #6.5**

The Provider shall provide only Service Coordination Services to those eligible for services. The Provider may also be a provider of Early Intervention Services but not be a direct provider of any other services.

**NOTE:** If Offeror desires to provide Service Coordination Services to persons enrolled in either of the Home and Community-based Waivers, they must also comply with all terms, conditions, and standards as specified in the applicable MR/RD, PDD, or HASCI Waiver Manual (copies available from The Agency upon request).

7. **Home Support Services: Personal Care, Respite, Adult Companion, Individual Rehabilitation Supports, and In-Home Supports\***

\* Subject to Centers for Medicare and Medicaid Services (CMS) approval.

#### **Assurance #7.1**

Service users shall:

- a. Be in need of;
- b. Benefiting from; and,
- c. Receiving Home Support Services in accordance with their identified needs.

#### **Assurance #7.2**

Service users shall be provided services consistent with their needs:

- a. Those needing assistance with or cuing to perform instrumental activities of daily living (IADLs) or activities of daily living (ADLs) shall receive Personal Care.
- b. Those needing care in the absence of the caregiver or care in order to relieve the caregiver shall receive Respite.
- c. Those adults needing non-medical care, supervision, and socialization shall receive Adult Companion.
- d. Those needing therapeutic interventions and assistance to improve a condition or to promote or retain an optimal level of functioning shall receive Individual Rehabilitation Supports.
- e. Those needing services provided directly to or in support of the service user in his own home in order to enhance his/her independent living skills, support optimal health, and acquire or maintain social and adaptive skills needed for community living shall receive In-home Supports.

#### **Assurance #7.3**

Services shall be provided in a manner that:

- a. Is consistent with the Agency's mission;
- b. Promotes the Agency's values or guiding beliefs; and,
- c. Incorporates or reflects the Agency's principles or features of support.

#### **Assurance #7.4**

- a. The Provider shall comply with all of the terms, conditions, and standards (see **Attachment 7** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl) ) for the provision of Home Supports, and any licensing requirements (see **Attachment 8** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl)) and shall comply with all future terms, conditions, standards, and updates that are established by The Agency.

#### **B. Units of Service**

Except for Financial Management Services, the delivery of each service component included in Part III of this solicitation will be measured by defined units of service as follows:

1. Residential Habilitation – The unit of service is one day. Service users are determined to have received one day of residential habilitation if they have received care, supervision, and skills training, and are present at the residential site at 12:00 midnight at the end of the day.  
Enhanced Supports – When provided as a component of residential habilitation, or day services units of service are reported as follows:
  - Behavior Support Services: Evaluation or supports – 30 minutes
  - Occupational Therapy: Evaluation – per evaluation; Therapy – 15 minutes
  - Physical Therapy: Evaluation – per evaluation; Therapy – 15 minutes
  - Psychological Services: Evaluation – 30 minutes; Services – 30 minutes
  - Speech Therapy: Evaluation – per evaluation; Therapy – 30 minutes

**PLEASE NOTE:** All enhanced supports must be provided by qualified Medicaid providers regardless of service user's eligibility for Medicaid.

2. Day Services
  - a. The unit of service for day habilitation, prevocational, or facility-based rehabilitation is one day. Service users are determined to have received one day of day habilitation, prevocational, or facility-based rehabilitation supports if they have received the services as defined and authorized and have been present at the service site for a minimum of 4.0 hours. This time is exclusive of transportation time to and from the service site.
  - b. The unit of service for support center, career preparation, community services, or day activity is two (2) to three (3) hours of service. Service users are determined to have received the services if they have received the services as defined and authorized and have been available to receive the service for a minimum of two (2) hours. This time is exclusive of transportation time to and from the service.
3. Enhanced Supports – When provided as a component of residential habilitation, or day services units of service are reported as follows:
  - Behavior Support Services: Evaluation or supports – 30 minutes
  - Occupational Therapy: Evaluation – per evaluation; Therapy – 15 minutes
  - Physical Therapy: Evaluation – per evaluation; Therapy – 15 minutes
  - Psychological Services: Evaluation – 30 minutes; Services – 30 minutes
  - Speech Therapy: Evaluation – per evaluation; Therapy – 30 minutes

**PLEASE NOTE:** All enhanced supports must be provided by qualified Medicaid providers regardless of service user's eligibility for Medicaid.

4. Employment Services – For individual community-based employment services, the unit of service is one hour. Service users are determined to have received one unit of supported employment if the supported employment specialist (job coach) has spent one hour with the service user at a job location assisting the him/her to successfully complete the job requirements, or has spent one hour developing a job for a specific service user, assisting him/her to apply for a job, or assisting him/her to access all available state and federal work incentive programs.
  - a. For group employment services, the unit of service is two (2) to three (3) hours of service. Service users are determined to have received the service if they are available for a minimum of two (2) hours to receive the service as defined and authorized. This time is exclusive of transportation time to and from the service.
5. Early Intervention – The unit of service is 15 minutes. Service users are determined to have received one unit of service if an early interventionist has spent 15 minutes providing family training or service coordination services. Each unit of service must be classified as either a unit of service coordination or of family training.
6. Service Coordination – The unit of service is monthly. Service users are determined to have received a unit of service coordination if a service coordinator has performed at least one activity related to one of the functions of service coordination as defined in the Service Coordination Standards during the month.

7. Home Supports – The unit of service for home supports is one hour. Service users are determined to have received one unit of home supports if a caregiver has spent one hour providing the service as defined.

8. Financial Management Services - There is no service unit for financial management services.

#### **C. Authorization to Provide Services**

In order to provide any service, except Financial Management Services, under a contract issued as a result of this solicitation, a provider must be selected by a service user for a particular service. *Selection of the provider by the service user must be verified by the current Service Coordinator or Early Interventionist and documented in the service user's record.* When selected, the provider will agree with the service user's Financial Manager, on the maximum amount and duration of the service, and the Financial Manager must confirm that sufficient funding is budgeted for the agreed upon services. In addition, the provider must agree to report actual units of service components rendered in a manner sufficient to allow the Financial Manager to meet its reporting requirements to The Agency. These agreements shall be documented in writing (e.g., an approved contract for specific service components.)

#### **D. Payment for Services Provided**

Qualified providers will be paid based on invoices and accompanying service reporting documents, as appropriate, for service units provided. Service components provided will be reported in units of service as defined in Section B and in accordance with the Agency's service unit reporting procedures Units of Service. Providers will be paid each month for service provided in the prior month.

Providers shall be paid for services provided at the rates established through this solicitation.

Any disputes between providers and the Financial Managers concerning payment for services rendered must be resolved between the provider and the financial manager by reference to written Agency policy. Disputes not covered by written policy will be handled by general practice. Issues may be raised by the provider with The Agency only when all efforts at the local level have been exhausted.

All units of services delivered will be reported. The Agency's requirements for reporting of services are contained in Section 10 of The Agency's Finance Manual (See **Appendix D** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl) ) and the MR/RD Waiver Manual (Monthly Utilization Report), the PPD Waiver Manual, and the HASCI Waiver Manual (available upon request by the Agency).

Qualified providers will also have the option of billing Medicaid directly for Medicaid eligible service users.

Financial managers will be paid one twelfth (1/12) of the consumers funding band payment each month at the beginning of the month.

*Special Provision for Residential Habilitation:*

In addition to billing for units of service provided, a residential habilitation provider may bill for up to 72 days the service user was not at the residential site at midnight. These days, generally referred to as “leave days”, may only be billed if the service user is still authorized to receive residential habilitation. Leave days must be a component of habilitation (e.g., visiting or vacationing with family) or due to medical/emotional condition. The 72 days are allowed between July 1 of one year and June 30 of the subsequent year. ***No billing is allowed before the service user has been admitted to or after the service user has been discharged from residential habilitation.***

*Special Provision for Day Services:*

In addition to billing for units of service provided, a day services provider may bill for up to 52 days where no service was provided; that is, the service user was not present at all, or was present for less than the required 4.0 hours for day habilitation, prevocational, and facility based rehabilitation or less than the required 2 to 3 hours for support center, career preparation, community services, or day activity. These absent days must be a result of service user’s choice and not the convenience of the provider. ***No billing is allowed before the service user has been admitted to or after the service user has been discharged from the specific day service.***

*Special Provision for Employment Services Group:*

In addition to billing for units of service provided, a day services provider may bill for up to 52 days where no service was provided; that is, the service user was not present at all, or was present for less than the required 2 to 3 hours. These units must be a result of service user’s choice and not the convenience of the provider. ***No billing is allowed before the service user has been admitted to or after the service user has been discharged from the specific day service.***

*Special Provision for Service Coordination:*

Financial Managers will pay providers for service coordination at the end of each month based on the service users on the providers’ caseload(s) 10 days prior to the end of the month. Caseloads will be determined from The Agency’s Consumer Data Support System (CDSS).

*Special Provision for Financial Managers:*

Financial managers will be paid one twelfth (1/12) of the service user’s approved funding fund band payment each month at the beginning of the month.

**E. Management of Benefits and Medicaid Eligibility**

Providers of residential habilitation must ensure that the service users they serve have a representative payee if they are not capable of managing their own financial resources. When a representative payee is needed, it is preferable that the residential habilitation provider serve as the representative payee. As representative payee, the provider must manage the service user’s funds in accordance with regulations established by the Social Security Administration.

Where a provider is the representative payee, the provider will cooperate with the service user’s service coordinator’s requests to obtain information and will manage the service user’s funds in a manner that will maintain the service user’s eligibility for governmental benefits, especially SSI and Medicaid. This requirement encompasses maintaining current information about all of service user’s income and resources, managing income and resources in a manner that does not jeopardize eligibility, and reporting information as required by government agencies.

Where providers are not representative payee, the provider must work with the service user, this/her representative payee and the service coordinator to ensure that those persons manage the service user's income and resources in a manner that does not jeopardize eligibility and that they report information as required by government agencies. It is the responsibility of the service coordination or early intervention provider to ensure continuation or initiation of Medicaid and other state and federal benefits.

If a residential habilitation service user loses Medicaid eligibility, the Financial Manager may reduce payments to the private residential habilitation provider to the extent that The Agency reduces funding to the Financial Manager for that service user.

#### **F. Minimum Pay Requirements**

The Agency has imposed minimum pay requirements for certain staff. Private providers proposing to provide services under this solicitation must also meet these minimums. Where a minimum is stated as an annual salary, private providers must pay at least that minimum to their applicable full time staff. In instances where private providers have part time staff fulfilling the designated functions, the full time minimum must be prorated to the part time basis.

The required minimums are (The Agency reserves the right to make adjustments as needed):

Direct Care Staff	\$9.31 an hour
Service Coordinators	\$30,168 annually
Early Interventionists	\$30,168 annually

#### **G. Automation Requirements**

Qualified providers must have the following components in order to access SCDDSN's computer systems:

- a. An internet service provider (ISP)
- b. Microsoft Internet explorer version 6.0 or greater.
- c. SCDDSN will only provide telephone support to the qualified provider. The qualified provider must provide any on-site support.
- d. Must be able to communicate with SCDDSN via email.
- e. Must appoint at least one person to be the Provider Security Administrator (PSA). This person(s) will be the point of contact for the management of the provider's access to SCDDSN computer systems. After contract award SCDDSN will provide a PSA form to the contractor each PSA. The contractor must complete and return the form

Any documents that are to be exchanged electronically must be in the following formats: SCDDSN reserves the right to require updated formats when upgrades become available.

- a. Word processing documents must be in Microsoft Word 2003
- b. Spreadsheets must be in Microsoft Excel 2003.
- c. Database files must be in Microsoft Access 2003.
- d. Any exported data must be provided in a TAB delimited text file format.

#### **H. Consumer Fees**

Residential habilitation service users are required to pay their ordinary costs of living, generally considered as “room and board” to the extent that they have resources. (See **Appendix H** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl) for 200-12-DD for The Agency’s policy regarding notice of payments of room and board and provider management of consumer funds.) Providers of residential services must determine the appropriate room and board charge and present the bill to the service user or his/her representative payee unless this function is being handled by the provider. The provider will have the full responsibility for collecting all amounts due. Providers are expected to cover the costs of room and board not covered by client fees. Additional funding is not available from the Agency to supplement room and board costs.

#### **I. Discontinuance of Service**

In the event that the Provider desires to discontinue providing services to a service user(s) prior to the contract expiration date, or does not desire to renew a contract or enter into a new contract upon expiration of a contract, The Agency and the Financial Manager, may at their option, require the Provider to continue to provide care to service user(s) until appropriate alternate arrangements or placements are made, for a period of at least 60 days past the termination or expiration of a contract. The Provider will be reimbursed at the payment rate specified in the contract until appropriate alternate arrangements or placements are effected. The Provider will cooperate with The Agency and the Financial Manager to find appropriate alternate arrangements for service users as soon as possible after termination of a contract.

#### **J. Recoupment of Fines and Penalties**

If a Financial Manager who has contracted with a provider qualified for a service through this solicitation is required to make a payback of a recoupment to The Agency or to another entity, or to pay a fine or fee to another entity, and the recoupment, fine, or penalty is based on the actions within the provider’s scope of responsibility, the Financial Manager may request the recoupment, fine, or penalty from the provider. If a Financial Manager requests payment of a recoupment, fine or penalty and provides the basis of the recoupment, fine or penalty was within the Provider’s scope of responsibility, the Provider must pay the recoupment fine or penalty. If the recoupment, fine, or penalty is based on actions that are the shared responsibility of the provider and the Financial Manager, then the recoupment from the provider will be prorated to reflect the shared responsibility. The Agency will have final authority to determine responsibility.

#### **K. Termination for Breach of Contract**

The contract resulting from this solicitation may be terminated or suspended by any of the parties involved at any time within the contract period whenever it is determined by any of the parties that the contract has been materially breached or that a party otherwise materially failed to comply with its obligations and requirements under this solicitation.



## IV. INFORMATION FOR OFFERORS TO SUBMIT

### INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]

### INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation: [04-4005-1]

This section outlines the areas in which the Offeror must clearly demonstrate the manner in which it will meet each requirement of the RFP. It is important that each question or request for information be addressed. Although all categories listed below must be addressed, the length and detail of submissions will be judged according to the size of the potential Offeror's organization and the scope of the service provision being contemplated.

The Offeror must submit the following information. Unless otherwise noted, all categories listed must be addressed. Information should be presented in the listed order and tabbed accordingly.

#### 1. A completed Cover Bid Page and Page 2 of this Solicitation

#### 2. Offeror must address the following to meet mandatory minimum qualifications:

(1) Offeror must attest to the fact that they will meet all of the assurances described in Part III of this solicitation for the service(s) they desire to provide and must meet the minimum qualifications for those services as defined in the service standards found in the attachments (at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl)) of this solicitation.

Comment [c1]: Is a testament OK here?

(2) Offeror's positive testament for Tab 3 will meet this qualification.

(3) Offeror must attest to the fact that Offeror has the capacity to effectively monitor the physical safety and security of persons with disabilities.

(4) Offeror must attest to the fact that Offeror has not been convicted of or have a history of neglect, abuse, or exploitation and that Offeror has not been convicted or under charges for a felony which would reasonably reflect adversely on that person's credibility, trustworthiness, morality, or fitness to work with persons with disabilities.

#### 3. Tab 1: Executive Summary:

This section must describe the Offeror's mission and any philosophies, values, or principles that are embraced by the Offeror and will be reflected in its provision of services.

Additionally, this section must describe the Offeror's experience providing services to people with disabilities and/or its experience providing services funded by Medicaid or other public funding sources. Unless applying only for Financial Management Services, the Offeror must describe its goal(s) for its business and how it intends to reach those goal(s) (i.e., its business plan) and its strategy for attracting service users.

4. **Tab 2: Organizational Capacity:**

The Offeror must provide evidence that its actual or proposed structure is organized in such a way that there is a reasonable expectation that service components will be well administrated. This evidence must include:

- a. A description of the Offeror's legal structure, ownership, and affiliations (including proof of accreditation, if accredited).
- b. The planned or actual organizational structure including organizational chart that shows service components and employees (by title), clinical staff, and any consultants.
- c. Evidence that the Offeror has or assurance that the Offeror plans to purchase in adequate amounts to protect itself and the state:
  - ♦ Tort Liability Insurance;
  - ♦ Workers' Compensation (if staff will be employed);
  - ♦ Unemployment Compensation (if staff will be employed); and,
  - ♦ Automobile Insurance (for vehicles owned by Offeror).

5. **Tab 3: Policy Statements:**

The Offeror must attest to the fact that Offeror will comply with or adhere to the requirements set by the Agency regarding the following topics:

- a. Abuse/Neglect/Exploitation – Agency Document 534-02-DD (See **Appendix F** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl)).
- b. Consumer Rights – Agency Document 535-08-DD (See **Appendix G** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl)), 200-12-DD (see **Appendix H** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl)), 700-02-PD (See **Appendix I** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl)), and 535-11-PD (See **Appendix J** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl)).
- c. Critical Incidents (not required for Offerors applying only for Financial Management Services) – Agency Document 100-09-DD (See **Appendix K** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl)).
- d. Reporting of Deaths (not required for Offerors applying only for Financial Management Services) – Agency Document 505-02-PD (See **Appendix L** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl)).
- e. Medication Error Reporting (only if Offeror providing Residential or Day Services, or Employment Service) Agency Document 100-29-PD. (See **Appendix M** at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl)).
- f. Confidentiality of Information – Agency document 167-06-DD and Agency document 368-01-DD (see **Appendix N** at website [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl)).
- g. Emergency Plan (not required for Offerors applying only for Financial Manager) – The Offeror must have a policy that will ensure the continuation of services when an emergency arises including but not limited to, staff shortages, financial hardship, and inclement weather.

6. **Tab 4: Staffing and Staff Training:**

Unless applying only for Financial Management services, this section must describe, for the proposed service components, the minimum qualifications for each employee title, and provide job descriptions.

The Offeror must assure that it will comply with or adhere to the requirements set by the Agency (document 567-01-DD) regarding pre-service training and orientation as noted in Agency Document 567-01-DD (See **Appendix O** at website [www.state.sc.us/ddsn/gpl](http://www.state.sc.us/ddsn/gpl)).

7. **Tab 5: Proposal Summary and Assurances:**

The Proposal Summary (**Attachment 9**) must be completed and indicate the populations of people the Offeror desires to serve and for each population, the service to be offered.

For each service the Offeror desires to provide, the Offeror must specify its intent to comply with each assurance for each service. (See **Part III, A**)

8. **Tab 6: Automation Capabilities**

The Offeror must attest to the fact that they will comply with the following in order to access SCDDSN computer systems. They must:

1. Have an internet service provider (ISP)
2. Have Microsoft Internet explorer version 6.0 or greater.
3. Have on-site support (SCDDSN will only provide Telephone support).
4. Be able to communicate with SCDDSN via email.
5. Appoint at least one person to be the Provider Security Administrator (PSA). This person(s) will be the point of contact for the management of the provider's access to SCDDSN computer systems. After contract award, SCDDSN will provide a PSA form to the contractor each PSA. The contractor must complete and return the form.

The Offeror must indicate that they are able to exchange data in the following formats

1. Word processing documents in Microsoft Word 2003;
2. Spreadsheets in Microsoft Excel 2003;
3. Database files in Microsoft Access 2003; and,
4. Any exported data in a TAB delimited text file format.

9. **Tab 7: Financial/Funding Plan** (including start-up costs)

The Offeror must provide evidence that it has the fiscal ability to assure that the public funds it will receive are adequately safeguarded.

- a. If an independent audit has been conducted within the past two (2) years, a copy of the audit report must be attached to the proposal.
- b. If a recent audit report is not available, Offeror must attest to the fact that funds will be accounted for in accordance with generally accepted accounting principles.

**Comment [c2]:** I think it would be better to ask for statement from offeror assuring compliance with state funds.

10. **Tab 8: Rates**

**The Offeror must state that they accept the rates for services as stipulated in Part VIII of this solicitation.**

11. **Tab 9: Quality Management Functions**

Unless applying only for Financial Management Services, the Offeror must describe how it will gauge the effectiveness and functionality of its services in order to:

- a. Discover the areas of strengths and pinpoint opportunities for improvement;
- b. Take actions to remedy problems or concerns; and,
- c. Utilize data and quality information to engage in continuous improvement efforts.

12. **Tab 10: Financial Management**

If applying for Financial Management Services, the Offeror must provide documents of incorporation.

**NOTE: Item nos. 1 & 2 above are not for evaluation purposes.**

**MINORITY PARTICIPATION (JAN 2006)**

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>  
[04-4015-1]

## V. QUALIFICATIONS

### QUALIFICATION OF OFFEROR (JAN 2006)

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

#### QUALIFICATIONS - MANDATORY MINIMUM (JAN 2006)

(a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

(1) Before an individual or company will be considered as a potential provider of services and supports for The Agency and those eligible for its services, they must state that they will meet all of the assurances described in Part III of this solicitation for the service(s) they desire to provide and must meet the minimum qualifications for those services as defined in the service standards found in the attachments (at Web Site [www.state.sc.us/ddsn/qpl](http://www.state.sc.us/ddsn/qpl)) of this solicitation.

Comment [c3]: Added to Section IV as item 2

Comment [c4]: Is a testament OK here?

(2) The Offeror must have written policies and practices that protect and delineate the rights of service users in accordance with state and federal statutes or must agree to adopt the policies of the Agency as attested to and listed in Tab 3, b above.

(3) The Offeror must have the capacity to effectively monitor the physical safety and security of persons with disabilities.

Comment [c5]: What are you looking for here.

(4) No consideration will be given to Offerors if they:

- Have been convicted of or having a history of neglect, abuse, or exploitation:
- Have been convicted or under charges for a felony which would reasonably reflect adversely on that person's credibility, trustworthiness, morality, or fitness to work with persons with disabilities.

Comment [c6]: Is a testament OK here.

(b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.

(c) Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

### SUBCONTRACTOR -- IDENTIFICATION (JAN 2006)

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors. [05-5030-1]

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA -- PROPOSALS**

Award will be made to all responsive and responsible offerors whose offers meet the minimum score as indicated below and determined to be advantageous to the State.

### **COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

### **EVALUATION FACTORS -- PROPOSALS**

Offers will be evaluated using only the factors stated below.

#### **A. Introduction**

The Agency will conduct an evaluation of the proposal submitted by qualified Offerors in response to this RFP. The Agency will form an evaluation team comprised of staff members who have experience and knowledge of the requirements of the RFP to evaluate the proposals.

Each responsive proposal will be evaluated to ensure it meets the requirements and criteria specified in the RFP. The Agency's evaluation team reserves the right to reject any and all proposals.

The Agency's evaluation team will select and refer all successful contractors to MMO on the basis of criteria set forth in the RFP.

## **B. Evaluation/Award Criteria**

The award criteria used to evaluate the proposals are broken out into categories which coincide with the proposal's contents outlined in Part IV of this RFP.

Proposals will be evaluated by a team on the basis of the following criteria listed in order of importance. Offerors must receive a minimum score in each of the five (5) categories as indicated below in order to be selected and referred to MMO as meeting the Agency's criteria for placement on the qualified provider list.

<b><u>Category</u></b>	<b><u>Related Tab</u></b>	<b><u>Criteria</u></b>	<b><u>Minimum Score</u></b>
Category 1	3, 4, 5	Ability to Address Assurances and Meet Standards of Service	30
Category 2	9	Quality Management Functions	24
Category 3	1, 2, 4, 10	Qualifications, Capacity, Staffing/Training	18
Category 4	7, 8	Funding Plan/Rates	12
Category 5	6	Automation	6

## **NEGOTIATIONS (JAN 2006)**

The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer. [06-6070-1]

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

### **ASSIGNMENT (JAN 2006)**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.[07-7A004-1]

### **BANKRUPTCY (JAN 2006)**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-1]

### **CHOICE-OF-LAW (JAN 2006)**

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-1]

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day [07-7A020-1]



## **DISPUTES (JAN 2006)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

## **EQUAL OPPORTUNITY (JAN 2006)**

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

## **FALSE CLAIMS (JAN 2006)**

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

## **FIXED PRICING REQUIRED (JAN 2006)**

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

## **NON-INDEMNIFICATION (JAN 2006)**

Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

## **NOTICE (JAN 2006)**

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

## **PAYMENT (JAN 2006)**

(a) The Using Governmental Unit shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. [07-7A055-1]

## **PUBLICITY (JAN 2006)**

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

#### **PURCHASE ORDERS (JAN 2006)**

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

#### **SETOFF (JAN 2006)**

The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [07-7A070-1]

#### **SURVIVAL OF OBLIGATIONS (JAN 2006)**

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

#### **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

#### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

#### **THIRD PARTY BENEFICIARY (JAN 2006)**

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

#### **WAIVER (JAN 2006)**

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

## **VII. TERMS AND CONDITIONS -- B. SPECIAL**

### **CHANGES (JAN 2006)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.  
[07-7B025-1]

### **COMPLIANCE WITH LAWS (JAN 2006)**

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

### **CONTRACTOR PERSONNEL (JAN 2006)**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

### **CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

### **DEFAULT (JAN 2006)**

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

## **LICENSES AND PERMITS (JAN 2006)**

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

## **PRICE ADJUSTMENTS (JAN 2006)**

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

#### **PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)**

[Clause Included Pursuant to # 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. # 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. # 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR # 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

#### **RELATIONSHIP OF THE PARTIES (JAN 2006)**

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

#### **TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 years, 0 months, 0 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

#### **TERM OF CONTRACT -- OPTION TO RENEW (JAN 2006)**

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year(s), 0 month(s), and 0 day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-1]

#### **TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 090 days prior to the expiration of the then current term. [07-7B250-1]

## TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

See schedule at the end of this document titled **Solicitation Line Item Schedule** [08-8002-1]

#### A. Rate Structures

Rates to be paid to providers for services under this contract are set by the Agency. The rates will be adjusted periodically to cover mandated minimum salary requirements and other inflationary factors. Any adjustment to rates is dependent on appropriations from the South Carolina General Assembly. The fee schedule for services is fixed as outlined below.

<u>SERVICE</u>	<u>UNIT</u>	<u>RATE</u>
Residential Habilitation - High Needs – Community Training Home II / Community Residential Care Facility	Daily	180.50
Residential Habilitation – Low Needs – Community Training Home II / Community Residential Care Facility	Daily	124.00
Residential Habilitation – High Needs – Traumatic Brain Injury Consumers	Daily	211.00
Residential Habilitation – Supported Living Program II	Daily	74.00
Residential Habilitation – Supported Living Program I	Monthly	1381.00
Residential Habilitation – Enhanced Community Training Home I	Monthly	2370.00
Day Services – Day Habilitation, Prevocational, Facility Based Rehabilitation Supports	Daily	32.30
Day Services – Career Preparation, Community Services, Day Activity Services, Support Center Services ( Subject to Centers for Medicare and Medicaid Services (CMS) approval.)	Half Day 2-3 hours	16.15
Employment Services – Supported Employment	Hour	50.00
Employment Services – Individual - (Subject to CMS approval)	Hourly	50.00
Employment Services – Group – (Subject to CMS approval)	Half Day 2-3 hours	16.15
Early Intervention	15 minutes	21.80
Service Coordination	Monthly	138.50
Home Support Services – Personal Care I	15 minutes	3.00
Home Support Services – Respite Hourly	Hourly	8.30
Home Support Services – Respite Hourly - Difficulty of Care Rate (Based on consumer need - must be approved by Agency)	Hourly	10.37
Home Support Services – Respite Daily	Daily	66.40
Home Support Services – Respite Daily – Difficulty of Care Rate (Based on consumer need – must be approved by Agency)	Daily	82.96
Home Support Services – Respite – LPN (only if provided by an LPN)	Hourly	15.00
Home Support Services – Adult Companion Services	Hourly	10.80
Home Support Services – In Home Supports - (subject to CMS approval)	Hourly	12.30
Individual rehabilitation Supports	1-3 hours	45.50
Financial Management	Monthly	1/12 of service user's approved funding

Residential Outlier Funding - If a consumer is approved for residential outlier funding, the amount of additional funding will be computed as follows: The Agency will provide funding for the additional approved number of Full Time Equivalent (FTE) required to meet the required supervision of the consumer. Funding will be computed at the mandated entry level direct care hourly rate allowing for a 10% substitute factor and the Provider's average employer contribution rate

Residential Consumers not receiving Day Services – If a residential consumer does not receive day supports because day supports are not appropriate for the consumer or if day supports service provider is not available, the Agency will combine the funding for day services and convert to the appropriate residential rate. Example: The current full day services rate is based on a 260 day year with the residential rate based on a 365 day year. The agency will multiply the day services rate by 260, then divide the result by 365, and add that result is the appropriate residential rate.



## IX. ATTACHMENTS TO SOLICITATION

### NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

#### IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: [www.sctax.org](http://www.sctax.org)

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]

## OFFEROR'S CHECKLIST (JUN 2007)

### OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]